

EXHIBIT B



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 Case Information

Case Number: C20223728

Filing Date: 9/12/2022

Caption: NICHOLAS LAGUNA VS. HARBOR FREIGHT TOOLS USA, INC. ET AL.

Judge: CASEY F MCGINLEY

Party Information			
Party Full Name	Party Role	Name Type	DOB
NICHOLAS LAGUNA	Plaintiff	True	
HARBOR FREIGHT TOOLS USA, INC.	Defendant	True	
YUMING INTERNATIONAL, LTD.	Defendant	True	

 Case/Document Information				
Document Type	Document SubType	Document Caption	File Date	Image
Affidavit	Certificate Of Service	CERTIFICATE OF SERVICE	12/6/2022	Available at Courthouse
Order	Order	ORDER	11/29/2022	Available at Courthouse
Motion	Motion To Extend Time/Shorten Time	Plaintiff's Ex Parte Motion For Order Enlarging Time Within Which to Secure Service of Process	11/29/2022	Available at Courthouse
CourtNotice	Notice Of Impending Dismissal	NOTICE OF IMPENDING DISMISSAL	11/21/2022	Available
Open	Petition & Complaint	Complaint	9/12/2022	Available at Courthouse
Misc	Documents/Records Filed	Civil Cover Sheet	9/12/2022	Available at Courthouse
Arbitration	Fastar Certificate	FASTAR Certificate	9/12/2022	Available at Courthouse
Summons	Summons/Subpoena	Summons	9/12/2022	Available at Courthouse
Summons	Summons/Subpoena	Summons	9/12/2022	Available at Courthouse
Receipt	All Money Receipts	All Money Receipts 3536125	9/12/2022	Available at Courthouse

EXHIBIT C

9/12/2022 1:47:03 PM

BY: JAMES R. ORR /S/
DEPUTY

Case No. C20223728
HON. CASEY F MCGINLEY

BREWERWOOD, P.L.L.C.

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

NICHOLAS LAGUNA, an unmarried man,

Plaintiff,

v.

HARBOR FREIGHT TOOLS USA, INC., a
Delaware corporation; YUMING
INTERNATIONAL, LTD., a Chinese
corporation; DOES I through X; ABC
PARTNERSHIPS I through X, and; BLACK
CORPORATIONS I through X,

Defendants.

Case No.:

C O M P L A I N T

(Tort—Non-Motor Vehicle;
Strict Product Liability; Negligence; Express
Warranty; Implied Warranty)

(TIER 3)

Plaintiff, by and through his respective undersigned counsel and for his claims against
Defendants, allege as follows:

SECTION 1
(Parties, Jurisdiction, and Venue)

1. Plaintiff NICHOLAS LAGUNA, an unmarried man, is a resident of the State of
Arizona in Pima County.

2. Defendant HARBOR FREIGHT TOOLS USA, INC. (hereinafter “HARBOR
FREIGHT”) is a corporation formed and organized under the laws of the State of Delaware with
its principal place of business in the State of California.

1 3. Defendant HARBOR FREIGHT is a privately owned company that owns and
2 operates a chain of more than 1,300 retail stores located throughout the United States and Arizona
3 called “Harbor Freight Tools.” Its retail stores are stocked with shelves that showcase a wide
4 variety of hand tools, power tools, equipment, supplies, and the like that are offered for sale
5 directly to consumers. Said Defendant also sells its products via e-commerce and a mail-order
6 catalog.
7

8 4. Defendant YUMING INTERNATIONAL, LTD. (hereinafter “YUMING”) is a
9 foreign corporation formed and organized under the laws of the Country of China whose
10 headquarters are located at 4F, Noble Center, No. 1006, 3rd Fuzhong Road, Futian District,
11 Shenzhen, Guangdong, China.
12

13 5. Defendants DOES I through X, ABC PARTNERSHIPS I through X, and BLACK
14 CORPORATIONS I through X, inclusive, are individuals, corporations, partnerships and/or
15 business entities which caused the events complained of to occur in the State of Arizona. Plaintiff
16 does not know the true identities of these Defendants and, therefore, sues them by fictitious
17 names. Plaintiff will amend this Complaint when the names of these Defendants become known.
18

19 6. At all times mentioned herein, Defendants, and each of them, were the agents,
20 servants, joint venturers and/or employees of the remaining co-defendants, and each was at all
21 times acting within the course and scope of said agency, service, joint venture and/or employment.
22 All Defendants were either joint tortfeasors with above Defendants and/or are concurrently and/or
23 jointly and severally liable for the acts and omissions herein described, and/or are otherwise
24 secondarily liable for said acts and omissions.
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1 7. The careless, reckless, negligent acts, omissions, misfeasance and nonfeasance
2 carried out by each and every employee and/or agent of each and every corporation or business of
3 Defendants were authorized, ordered and directed by the respective Defendant's corporate or
4 business employees, officers, directors and/or managing agents. Each Defendant's employees,
5 officers, directors and/or managing agents had advance knowledge of, authorized and/or
6 participated in the herein described acts, conduct, misfeasance and nonfeasance of their
7 employees, agents and each of them. In addition thereto, upon completion of the aforesaid acts,
8 conduct, misfeasance and nonfeasance of the employees and agents, Defendants ratified, accepted
9 the benefits of, condoned and/or approved of each and all of the said acts, conduct or nonfeasance.
10 Furthermore, at all times herein relevant, each Defendant was a principal, master, employer and
11 joint venturer of each and every other Defendant and was acting within the course and scope of
12 said agency, authority, employment and/or joint venture.
13

14 8. Defendants, and each of them, caused the events complained of herein to occur in
15 the County of Pima, State of Arizona. Defendants, and each of them, have purposefully directed
16 their activities to the State of Arizona. Furthermore, Defendants, and each of them, are duly
17 authorized to do business in the State of Arizona and have conducted business throughout the
18 State of Arizona on a systematic and continuous basis. Venue is proper in Pima County because
19 the events described herein all occurred in Pima County and Coconino County.
20

21 9. Defendants, and each of them, have substantial contacts with the State of Arizona
22 such that maintenance of a lawsuit is reasonable and does not offend traditional notions of fair
23 play and substantial justice. Defendants have purposefully availed themselves of conducting
24

1 activities in the State of Arizona. Defendants have fostered numerous relationships in Arizona so
2 that Arizona residents will continue to buy their products.

3 10. There is no inherent unfairness in having Defendants litigate in the State of Arizona.
4 Defendant HARBOR FREIGHT has, for many years, done substantial business throughout the
5 State of Arizona. And, upon information and belief, Defendant YUMING has done substantial
6 business in the State of Arizona. Defendants can reasonably be expected to be haled into Arizona
7 courts.
8

9
10 11. Defendants, and each of them, have done business in Arizona with the deliberate
11 and specific intent to penetrate the Arizona market and obtain the sale and distribution of product
12 into every American state, including into Arizona.
13

14 12. There has been a regular and systematic flow of Defendants' products into the State
15 of Arizona.
16

17 13. There was a regular, deliberate, and systematic course of sales of Defendants'
18 products into the State of Arizona.

19 14. Upon information and belief, Defendants utilize express agents, apparent agents,
20 and/or ostensible agents on behalf of their behalf throughout the United States and State of
21 Arizona.
22

23 15. The selling and distribution arrangements between Defendants and their sellers,
24 brokers, and dealerships for sales in Arizona were not an isolated transaction but were part of an
25 ongoing, systematic, intentional, and substantial business relationship.
26
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1 23. On September 14, 2020 at or near 4:00 p.m. (MST), Plaintiff NICHOLAS
2 LAGUNA was seriously and permanently injured while using a brand new “Haul-Master” step
3 stool he purchased the day before at a Harbor Freight Tools retail store in Tucson, Arizona. As
4 Plaintiff stepped onto the step stool, it unexpectedly broke and collapsed due to a failed rivet that
5 caused a leg support brace to detach. Prior to the accident, Plaintiff had placed the step stool in a
6 secure, stable position as a means to step up onto and down from his enclosed utility trailer while
7 he was camping in the wilderness in Coconino County. The step stool was placed beside the door
8 of his trailer upon a rubber mat that was set on level ground. As Plaintiff was stepping down
9 approximately six (6) inches from his trailer onto the step stool, the step stool unexpectedly failed
10 and collapsed causing him to fall rearward and strike his head against the trailer in a violent
11 manner resulting in loss of consciousness and serious injuries to his head and body. At all times,
12 Plaintiff was using the step stool in a foreseeable manner. At all times, Plaintiff was exercising
13 reasonable care and caution for his own safety. (The events of this paragraph will be identified
14 throughout this Complaint as the “**Subject Accident.**”)

15 24. The step stool involved in the Subject Accident was purchased by Plaintiff on
16 September 13, 2020 at the Harbor Freight Tools retail store located at 5570 E. 22nd Street, Tucson,
17 Arizona 85711, situated in Pima County. The listed price of the step stool was \$23.99 (plus tax),
18 but Plaintiff also presented a 20% discount coupon saving him \$6.00. According to the original
19 retail box/packaging, the step stool Plaintiff purchased, which was involved in the Subject
20 Accident, was a “Haul-Master” brand “Step Stool Working Platform” (Item # 62515), as
21 displayed on its original packaging box depicted in Figure 1 below. (Throughout this Complaint,
22 the step stool involved in the Subject Accident will be referred to as the “**Subject Step Stool.**”)



FIGURE 1

25. The Subject Step Stool is an anodized aluminum assembly with a stated capacity of 350 pounds. Plaintiff weighed approximately 200 pounds, which was well within the step stool's rated weight capacity.

26. According to an on-product placard, the Subject Step Stool was manufactured in July of 2020.

27. The general construction of the Subject Step Stool consists of three aluminum 3-1/2 inch x 1-3/4 inch (.032 thick) C-channel sections pop-riveted to preformed .032 thick aluminum channels at each end. The four legs are 1-3/4 inch x 1 inch aluminum C-channels mounted to the main frame via steel hinges and secured in the extended position by two locking mechanisms. The leg frame structure on each end consists of two aluminum C-Channel legs fastened at the top to a trapezoidal aluminum tube and steel hinge mechanisms. A plastic cap is riveted to the free

1 end of each leg. The legs are further supported by a steel brace extending diagonally from the
2 trapezoidal support tube to the leg. The steel leg braces are secured to the trapezoidal tube and to
3 each leg with aluminum pop rivets. The stated dimensions of the Subject Step Stool in the
4 unfolded condition are 26 ½ inches (length) by 13 ½ inches (width) by 13 5/16 inches (height)
5 with a working platform area of 18 inches (length) by 11 7/8 inches (width).
6

7 28. According to the original box/packaging, the Subject Step Stool was “Distributed by
8 Harbor Freight Tools, Camarillo, CA” and was “Made in China.”
9

10 29. Among its many products and product lines, Defendant HARBOR FREIGHT
11 advertises and sells a variety of tools and products under the in-house brand name known as
12 “Haul-Master.” The Subject Step Stool is branded and labeled as a “Haul-Master.” The “Haul-
13 Master” brand is registered as a trademark with the United States Patent and Trademark Office,
14 registration No. 3982428. Defendant HARBOR FREIGHT is the registered owner of the “Haul-
15 Master” trademark. The “Haul-Master” brand name is exclusive to Defendant HARBOR
16 FREIGHT sold only in its retail stores, its catalog, and its website.
17
18

19 30. Upon information and belief, products along with their packaging that are marked
20 and labeled with the “Haul-Master” name and logo are sourced by Defendant HARBOR
21 FREIGHT from outside manufacturers according to HARBOR FREIGHT’s specifications and
22 then tested by HARBOR FREIGHT. Upon further information and belief, Defendant HARBOR
23 FREIGHT solely chooses and selects the type of products it desires to contain the “Haul-Master”
24 brand and then said Defendant locates, and seeks bids from manufacturers that are in the business
25 of manufacturing the particular product desired by Defendant. Thus, for example as a
26 hypothetical, a wheel barrow that contains the “Haul-Master” brand might be manufactured by a
27
28

1 different manufacturer than a ladder that also contains the “Haul-Master” brand. Regardless of
2 the product, Plaintiffs are informed and believe that Defendant HARBOR FREIGHT dictates the
3 specifications for all products containing the “Haul-Master” brand, including the dimensions,
4 design, materials, weight, size, colors, performance, and labeling. Notwithstanding, Defendant
5 has the final authority to review and test the finished product, and dictates changes, for all
6 products containing the “Haul-Master” brand.
7

8
9 31. Plaintiff is informed and believes that Defendant HARBOR FREIGHT, and only
10 said Defendant, desired to have a step stool/working platform included in its “Haul-Master” brand
11 product line. Thereafter, Defendant HARBOR FREIGHT sought price bids from outside
12 manufacturers in China and other countries with cheap labor forces and substandard, slipshod
13 manufacturing practices to manufacture a cheaply made step stool/working platform that
14 HARBOR FREIGHT could sell in high volumes with a high profit margin. Once Defendant
15 HARBOR FREIGHT selected a manufacturer in China with the lowest bid who would build a
16 cheaply made step stool/working platform that met HARBOR FREIGHT’s specifications and
17 price demands, Defendant HARBOR FREIGHT entered into a contract with said manufacturer to
18 manufacture the step stool/work platforms in a high volume to maximize the lowest possible price
19 per unit.
20
21
22

23 32. The Subject Step Stool was manufactured by Defendant YUMING to the
24 specifications, demands, review process, and testing of Defendant HARBOR FREIGHT.
25 Defendant HARBOR FREIGHT entered into a contractual relationship with Defendant YUMING
26 to manufacture the Subject Step Stool for the financial benefit of Defendant HARBOR FREIGHT
27
28

1 to market and sell the product, at maximum profit, in Arizona and throughout the nation in over
2 1,300 retail outlets, mail-order catalog, and online.

3 33. Upon information and belief, the Subject Step Stool model has been discontinued by
4 Defendant HARBOR FREIGHT.
5

6 34. Upon information and belief, prior to the Subject Accident, Defendants were well
7 aware that it was reasonably foreseeable, and further, Defendants had actual knowledge from
8 other lawsuits, claims, and consumer reviews and feedback, that the Subject Step Stool model was
9 used by consumers as a step up onto and step down from trailers, recreational trailers, and
10 vehicles in fields, dirt lots, campgrounds, wilderness, construction sites, and other surfaces.
11 Moreover, the same step stool model is sold by HARBOR FREIGHT'S affiliated company,
12 Central Purchasing, LLC., through online retailers such as Amazon, Sears, and others. One public
13 review on Amazon in May of 2015 states: "Height is right for application as a step into our RV or
14 for sitting while working in garden." Another public review on Amazon in February of 2016
15 states: "We got it for work in the yard and around the house." Another public review on Amazon
16 in April of 2014 states: "I purchased this to use as both a step stool and a garden seat. My yard is
17 landscaped with rocks and I garden in containers. I was having trouble finding a stool that was
18 both stable to sit on and high enough to comfortably work in my garden."
19
20
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22

23 35. As a result of the Subject Accident, caused by the fault of Defendants, and each of
24 them, as described below, Plaintiff NICHOLAS LAGUNA sustained serious and permanent
25 physical injuries requiring hospitalization and treatment, emotional injuries, pain and suffering
26 that is ongoing, and loss of past and future income.
27
28

SECTION 3
Count One – Strict Product Liability
(All Defendants)

36. Plaintiff re-alleges and incorporates by reference all prior and subsequent allegations as though fully set forth in this pleading.

37. The Subject Step Stool was in a defective condition unreasonably dangerous to users directly and proximately causing the injuries and damages sustained by Plaintiff.

38. The Subject Step Stool was developed, designed, configured, engineered, fabricated, assembled, built, manufactured, produced, labeled, tested, marketed, promoted, advertised, imported, distributed, delivered, and sold by Defendants, and each of them.

39. As a result of the acts of Defendants, and each of them, the Subject Step Stool was in a defective condition unreasonably dangerous to foreseeable users under foreseeable conditions. A direct and proximate cause of the Plaintiff's injuries was the Subject Step Stool's unsafe, defective, and unreasonably dangerous flaws in design, manufacturing, and warning that violated the expectations of a reasonable consumer and violated industry standards.

40. The Subject Step Stool was in a defective condition unreasonably dangerous to consumers in that during ordinary usage under foreseeable conditions, the product had the propensity to fail due to substandard rivet installation practices, substandard manufacturing processes, substandard quality control, substandard inspection/testing practices, and poor design, all of which were unknown to the average consumer, including Plaintiff.

41. In addition, the Subject Step Stool was defective and unreasonably dangerous because it failed to contain, among other things, reasonable fail-safe devices and meaningful instructions and warnings.

1 42. The defective and unreasonably dangerous conditions existed due to faulty, flawed,
2 and unsafe design, inferior and inadequate materials and parts, slipshod workmanship and
3 manufacturing processes, departure from intended design, a design that was below the state-of-
4 the-art, lack of warnings, lack of instruction to users, and lack of fail-safe devices and
5 mechanisms.
6

7 43. Defendants defectively designed, configured, engineered, fabricated, assembled,
8 built, manufactured, produced, labeled, tested, marketed, promoted, advertised, imported,
9 distributed, delivered, and sold the Subject Step Stool, thereby placing it in the stream of
10 commerce in a defective, unsafe, and unreasonably dangerous condition.
11

12 44. The defects in the Subject Step Stool were beyond the contemplation and
13 expectations of a reasonable person. The defective and unreasonably dangerous conditions were
14 not observable by Plaintiff who, lacking the technical knowledge and skill required to disassemble
15 and examine the product and/or understand its engineering and design, relied upon the duty of
16 Defendants, and each of them, to produce a safe and sturdy product. Furthermore, the dangers far
17 outweighed the purported utility in the design of the product.
18

19 45. Defendants, and each of them, failed to design, configure, engineer, fabricate,
20 assemble, build, manufacture, produce, label, test, market, promote, advertise, import, distribute,
21 deliver, and sell the Subject Step Stool in a reasonably safe condition which conformed to and
22 was in compliance with industry and other safety standards.
23

24 46. Prior to the failure of the Subject Step Stool, Plaintiff was totally unaware that this
25 product was in a defective condition unreasonably dangerous to consumers. Defendants, and each
26 of them, failed to warn Plaintiff about the foreseeable dangers associated with this product.
27
28

1 47. Due to the Subject Step Stool's defective and unreasonably dangerous design,
2 manufacture, and lack of warning, the product was extremely dangerous to Plaintiff, who was
3 totally unaware of the dangers, hazards, and perils of the product. Defendants, and each of them,
4 owed a non-delegable duty and obligation for the integrity and safety of the product. Defendants,
5 and each of them, breached their duty and obligation.
6

7 48. At the time the Subject Step Stool was produced, there were reasonable alternative
8 designs, manufacturing processes, labels, and warnings that would have eliminated the risk of
9 injury. Alternatives were feasible and cost effective in terms of the product's manufacturing,
10 longevity, assembly, maintenance, aesthetics, and range of consumer choice among products. The
11 magnitude and probability of foreseeable risks of harm were far too great and serious for
12 Defendants to disregard the use of alternatives. Furthermore, the failure to use alternatives
13 violated consumer expectations about the advertising and public image that Defendant HARBOR
14 FREIGHT portrays about its reputation for quality and safety. The omission of alternative
15 designs, manufacturing processes, and warnings rendered the Subject Step Stool into a product
16 not reasonably safe.
17

18 49. As a direct and proximate result of the Defendants' unreasonably dangerous and
19 defective product containing at a minimum, design, manufacturing, and/or warning defects, the
20 Subject Step Stool did not perform as safely and did not provide reasonably adequate protection
21 from injury as an ordinary consumer would expect when using said product in a reasonably
22 foreseeable manner.
23

24 50. The lack of safe design, manufacture, and warning of Subject Step Stool caused
25 Plaintiff's injuries because the product was defective and unreasonably dangerous when used in a
26
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1 reasonably foreseeable manner and because Defendants failed to warn, instruct, or protect against
2 the dangers or hazards in the use of those instrumentalities and failed to provide proper
3 instructions and warnings for the use of those instrumentalities.

4
5 51. On the date of the Subject Accident, the Subject Step Stool was being used in a
6 reasonably foreseeable manner as such products would be used. Furthermore, the Subject Step
7 Stool was in the substantially same condition at the time of the accident as it was at the time of
8 Defendants' manufacture, assembly, construction, testing, distribution, marketing, advertising, and
9 sale.
10

11 52. Defendants are strictly liable to Plaintiff for damages caused by the defective and
12 unreasonably dangerous condition of the Subject Step Stool, which lacked safe and protective
13 designs, equipment, and devices, which was manufactured according to substandard practices,
14 which lacked safe and protective warnings, and which also failed to provide for reasonably safe
15 usage under foreseeable conditions.
16
17

18 53. As a direct and proximate result of the defective and unreasonably dangerous
19 product manufactured, distributed, and sold by Defendants, Plaintiff was seriously and
20 permanently injured and he sustained compensatory damages, and will sustain future damages, all
21 as set forth below and incorporated herein. Furthermore, all allegations for punitive and
22 exemplary damages are equally applicable to this claim, and incorporated herein.
23
24

25 **SECTION 4**
26 **Count Two – Negligence**
(All Defendants)

27 54. Plaintiff re-alleges and incorporates by reference all prior and subsequent
28 allegations as though fully set forth in this pleading.

1 55. Defendants, and each of them, were negligent in designing, configuring,
2 engineering, fabricating, assembling, building, manufacturing, producing, labeling, testing,
3 marketing, promoting, advertising, importing, distributing, and selling the Subject Step Stool.
4 Further, Defendants were negligent in failing to provide a sound and safely designed product to
5 reasonably foreseeable users. Defendants knew, or in the exercise of reasonable care, should have
6 known that the Subject Step Stool, including the parts thereof, would not and could not effectively
7 protect and provide safe operation under foreseeable operating conditions and circumstances.
8 Further, Defendants, and each of them, failed to warn users. As a direct and proximate cause of
9 the negligence of Defendants, and each of them, Plaintiff sustained injuries and damages
10 described herein.
11

12
13
14 56. The negligence of Defendants, and each of them, included but was not limited to the
15 following acts or omissions:

- 16 (a) Negligently failing to develop and incorporate a proper design in the construction,
17 assembly, and manufacture of the Subject Step Stool.
18
19 (b) Negligently using improper materials which were inferior, unsafe, and unsuitable,
20 and which were mechanically, physically, and structurally defective.
21
22 (c) Negligently failing to properly inspect and test the Subject Step Stool for defects.
23
24 (d) Negligently failing to design, assemble, construct, and incorporate reasonably safe
25 and appropriate safety features, mechanisms, and devices to prevent injuries caused
26 by the propensity of the product to fail under normal usage.
27
28 (e) Negligently failing to provide safe, reliable, and dependable features, mechanisms,
and devices to provide the protection from serious injury which an ordinary user

would reasonably expect.

- (f) Negligently failing to produce a product which complied with national safety standards and industry custom and practices.
- (g) Negligently failing to retrofit and recall the Subject Step Stool, modify its design, and failing to provide post-sale warnings and safety bulletins to product owners, distributors, sellers, and foreseeable users.
- (h) Negligently failing to properly label the Subject Step Stool for danger and failing to place adequate warnings on the product.
- (i) Negligently failing to produce a product free of slipshod workmanship, design, and manufacturing processes.
- (j) Negligently failing to produce a product that was free of mismatch in materials and parts that had the capacity and likelihood to cause serious injury.
- (k) Negligently failing to produce a product that was of safe design and conformed to the state-of-the-art.
- (l) Negligently failing to produce a step stool/work platform with safe and proper assembly and rivet installation.
- (m) Negligently placing the Subject Step Stool in a defective and unreasonably dangerous condition, into the stream of commerce.

57. As a direct and proximate result of the reckless, negligent, callous, and outrageous acts and omissions of Defendants, and each of them, Plaintiff was seriously and permanently injured and he sustained compensatory damages, and will sustain future damages, all as set forth below and incorporated herein. Furthermore, all allegations for punitive and exemplary damages

1 are equally applicable to this claim, and incorporated herein.

2 **SECTION 5**
3 **Count Three – Breach of Express Warranty**
4 **(All Defendants)**

5 58. Plaintiff re-alleges and incorporates by reference all previous and subsequent
6 allegations as though fully set forth herein.

7 59. Defendants, and each of them, are and were at all relevant times herein a merchant
8 as defined by the Uniform Commercial Code (“UCC”).
9

10 60. Upon information and belief, Defendants warranted that the Subject Step Stool sold
11 to Plaintiff in 2020 to be free of defects in material and workmanship, and Defendants agreed to
12 repair or replace any defective conditions or defective components during the warranty period.
13

14 61. In addition, upon information and belief, Defendants, and each of them,
15 affirmatively represented and promised that the Subject Step Stool sold to Plaintiff in 2020 would
16 be fully operational, safe, and reliable. Plaintiff is further informed and believes that these
17 warranties were also made in advertisements and by representatives of Defendants. The
18 representations and promises were express warranties, and were part of the basis of the bargain
19 between the parties.
20

21 62. These express warranties were breached because the Subject Step Stool sold to
22 Plaintiff in 2020 was not free of defects and was not fully operational, safe, or reliable.
23 Defendants sold the Subject Step Stool to Plaintiff in a defective and unreasonably dangerous
24 condition, and failed to make repairs and implement reasonable safety recalls necessary to
25 eliminate the defects and make the product safe for its intended and reasonably foreseeable use
26 and operation.
27
28

SECTION 7
(Punitive & Exemplary Damages)

69. Plaintiff re-alleges and incorporates by reference all prior and subsequent allegations as though fully set forth in this pleading.

70. Plaintiff alleges that Defendants' acts were carried out with an "evil mind" in that Defendants actually knew that their dangerously defective product and outrageous conduct created a substantial risk of serious harm. Defendants' egregious, willful, and outrageous conduct constitutes serious and conscious disregard for the life and limb of Plaintiff in that Defendants knew of the probable consequences of their reckless acts and dangerously defective product. Defendants knew that the subject product was cheaply made in China according to substandard and slipshod manufacturing processes, lack of meaningful and reliable inspections, lack of meaningful and reliable testing, and utter lack of quality assurance controls.

71. Additionally, Defendants acted to serve their own interests, having reason to know and consciously disregarding a substantial risk that their outrageous conduct and dangerously defective product and slipshod manufacturing processes would cause significant harm. Further, Defendants consciously pursued a course of conduct knowing that it created a substantial risk of significant harm to others. Defendants' tortious misconduct was clearly and convincingly outrageous, oppressive, and committed with "evil mind" such that these Defendants deserve to be punished in a substantial, meaningful way in order to deter these Defendants from committing future misconduct, deter other companies from committing similar misconduct, to make an example out of these Defendants, and to send a message to these Defendants and the industry as a whole expressing society's detestation and condemnation of such reprehensible misconduct.

1 Accordingly, Plaintiff is entitled to and demands exemplary and punitive damages against
2 Defendants, and each of them, in a sum that is reasonable and just in the premises.

3
4 **SECTION 8**
(Compensatory Damages)

5 72. Plaintiff re-alleges and incorporates by reference all prior and subsequent
6 allegations as though fully set forth in this pleading.
7

8 73. As a direct and proximate result of the Subject Accident caused by the fault of
9 Defendants, and each of them, Plaintiff sustained serious and permanent injuries. Plaintiff
10 sustained serious, painful, lasting, disfiguring, permanent, and disabling injuries accompanied by
11 disfigurement and tremendous shock to his nervous system. Plaintiff has suffered and will
12 continue to endure and experience tremendous physical and mental pain and suffering and loss of
13 enjoyment of activities for an indefinite period of time in the future.
14
15

16 74. As a further direct and proximate result of the Subject Accident caused by the fault
17 of Defendants, and each of them, Plaintiff has been required to make numerous and diverse
18 expenditures for medical care and medical treatment and he will continue to incur expenses for
19 future medical care and medical treatment.
20

21 75. As a further direct and proximate result of the Subject Accident caused by the fault
22 of Defendants, and each of them, Plaintiff has sustained loss of income, property damage, and
23 other economic losses. Plaintiff has also sustained loss of earnings and income, he will sustain
24 future loss of earnings and income, and his earning capacity is permanently impaired.
25
26
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SECTION 9
(Prayer for Relief)

76. Plaintiff re-alleges and incorporates by reference all prior and subsequent allegations as though fully set forth in this pleading.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- A. For a sum that is reasonable and just for Plaintiff's past, present, and future pain, suffering, disfigurement, and loss of enjoyment of life's activities.
- B. For general compensatory damages in a just and reasonable amount.
- C. For the reasonable value of the special damages incurred to date and those to be incurred in the future for Plaintiff's necessary medical attention and care.
- D. For the reasonable value of Plaintiff's past, present, and future economic losses, loss of earnings and income, and property damage.
- E. For a reasonable award of punitive and exemplary damages against Defendants.
- F. For Plaintiffs' costs incurred herein.
- G. For reasonable attorney's fees on the Express and Implied Warranty claims.
- H. For such other and further relief as the Court and jury may deem just and proper in the premises.

22

EXHIBIT D

Liddy Legal Support Services

PO Box 2007, Phoenix, AZ 85001

63 E. Pennington St., #102, Tucson, AZ 85702

2700 Woodlands Village Blvd., #300-420, Flagstaff, AZ 86001

Phoenix 602-297-0676, Tucson 520-628-2824, Flagstaff 928-225-7737

Client Matter Laguna

Account # 0313

Invoice # 54047

Liddy # 418877-1

FILED
CLERK OF THE COURT

22 DEC -6 PM 3:30

S. CASTILLO DEPUTY

Jennifer Thompson

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA**

NICHOLAS LAGUNA,

Plaintiff(s) / Petitioner(s),

vs

HARBOR FREIGHT TOOLS USA, INC., et al.,

**CERTIFICATE OF SERVICE
BY PRIVATE PROCESS SERVER**

Case No. C20223728

Defendant(s) / Respondent(s).**ENTITY/PERSON TO BE SERVED:** Harbor Freight Tools USA, Inc. c/o Corporate Creations Network Inc., Statutory Agent**PLACE OF SERVICE:** 3620 N. Hayden Rd., #210, Scottsdale, AZ, 85251**DATE OF SERVICE:** On the 29th day of November, 2022 at 12:39 PM County Maricopa☐ PERSONAL SERVICE ☒ Left a copy with a person authorized to accept service.☐ At this usual place of abode, I left a copy with a person of suitable age and discretion residing therein.**Name of Person Served and Relationship/Title**Served on Corporate Creations Network Inc, Statutory Agent Christy Garrett,
Customer Service Representative.on 11/28/2022 we received the following documents for service:

Summons | Complaint | and Rule 102a Fastar Certificate

Received from BREWERWOOD, PLLC, (DANE L. WOOD #016098)**PROCESS SERVER:** Corey W. Davis, #8362**The undersigned states: That I am a certified private process server in the county of Maricopa and am an Officer of the Court.**SIGNATURE OF PROCESS SERVER: Date: 11/30/2022

Item	Amount
Service of Process	\$20.00
Mileage	\$42.00
Copies	\$6.25
Doc. Prep Fee	\$10.00

Tax ID# 90-0533870

I declare under penalty of perjury that the foregoing is true and correct and was executed on this date.

Total \$78.25

EXHIBIT E

Person/Attorney Filing: Dane L Wood
Mailing Address: 2398 E. Camelback Rd. Suite 540
City, State, Zip Code: Phoenix, AZ 85016
Phone Number: (602)254-9813
E-Mail Address: dane@brewerwood.com
[] Representing Self, Without an Attorney
(If Attorney) State Bar Number: 016098, Issuing State: AZ

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

Nicholas Laguna
Plaintiff(s),
v.
Harbor Freight Tools USA, Inc., et
al.
Defendant(s).

Case No. C20223728

SUMMONS

HON. CASEY F MCGINLEY

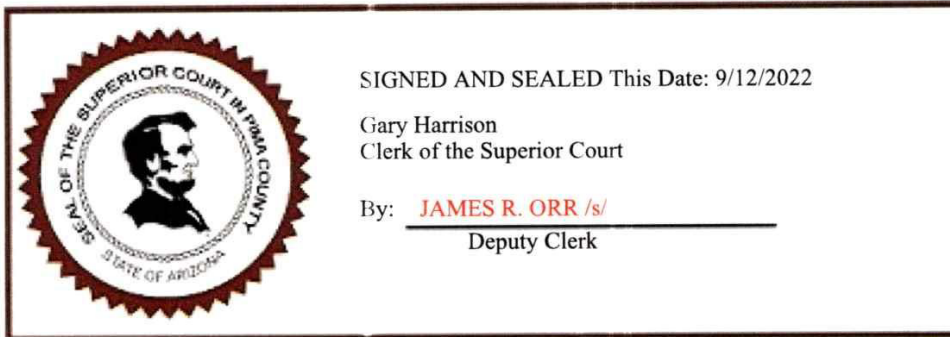
To: Harbor Freight Tools USA, Inc.

WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons.
2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Clerk of the Superior Court, 110 West Congress Street, Tucson, Arizona 85701 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>.
Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons.
Note: If you do not file electronically you will not have electronic access to the documents in this case.
3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If this Summons and the other court papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS from the date of service, not counting the day of service.

Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding.

GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of PIMA



Person/Attorney Filing: Dane L Wood
Mailing Address: 2398 E. Camelback Rd. Suite 540
City, State, Zip Code: Phoenix, AZ 85016
Phone Number: (602)254-9813
E-Mail Address: dane@brewerwood.com
[] Representing Self, Without an Attorney
(If Attorney) State Bar Number: 016098, Issuing State: AZ

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

Nicholas Laguna
Plaintiff(s),

Case No. C20223728

v.

Harbor Freight Tools USA, Inc., et
al.

SUMMONS

Defendant(s).

HON. CASEY F MCGINLEY

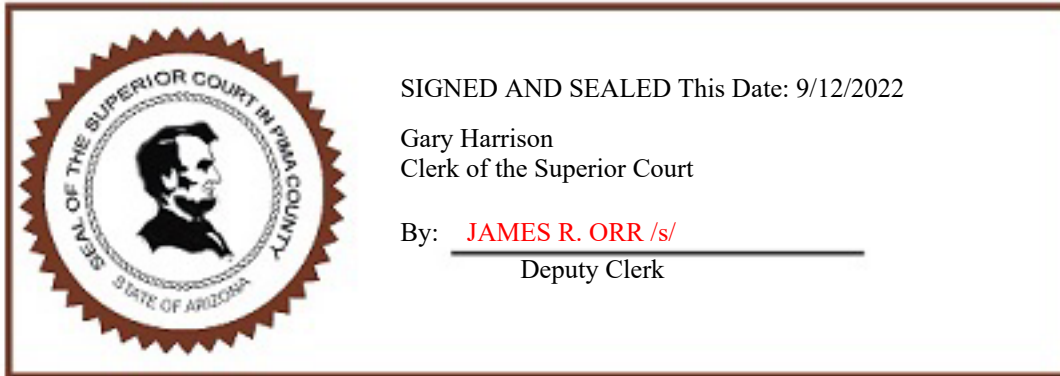
To: Yuming International, Ltd.

WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

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2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Clerk of the Superior Court, 110 West Congress Street, Tucson, Arizona 85701 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>.
Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons.
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Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding.

GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of PIMA



PERSON/ATTORNEY FILING: Dane L Wood
MAILING ADDRESS: 2398 E. Camelback Rd. Suite 540
CITY, STATE, ZIP CODE: Phoenix, AZ 85016
PHONE NUMBER: (602)254-9813
E-MAIL ADDRESS: dane@brewerwood.com
[☐] REPRESENTING SELF, WITHOUT AN ATTORNEY
(If ATTORNEY) STATE BAR NUMBER: 016098, Issuing State: AZ

FILED
Gary Harrison
CLERK, SUPERIOR COURT
9/12/2022 1:47:03 PM
BY: JAMES R. ORR /S/
DEPUTY

Case No. C20223728
HON. CASEY F MCGINLEY

ARIZONA SUPERIOR COURT, PIMA COUNTY

Nicholas Laguna
Plaintiff(s),

V.

CASE NO: _____

Harbor Freight Tools USA, Inc., et
al.
Defendant(s).

RULE 102a FASTAR CERTIFICATE

The undersigned certifies that he or she knows the eligibility criteria set by FASTAR Rule 101b
and certifies that this case:

**(NOTE – YOU MUST CHECK ONE OF THE BOXES BELOW OR THE CLERK WILL
NOT ACCEPT THIS FORM.)**

☐ **DOES** meet the eligibility criteria established by Rule 101b; or

☒ **DOES NOT** meet the eligibility criteria established by Rule 101b.

Dated: _____

Dane L Wood /s/
SIGNATURE

NOV 29 2022

9/12/2022 1:47:03 PM

BY: JAMES R. ORR /S/
DEPUTY

Case No. C20223728
HON. CASEY F MCGINLEY

**In the Superior Court of the State of Arizona
In and For the County of Pima**

Plaintiff's Attorneys:

Dane L Wood - Primary Attorney
Bar Number: 016098, issuing State: AZ
Law Firm: BrewerWood, P.L.L.C.
2398 E. Camelback Rd. Suite 540
Phoenix, AZ 85016
Telephone Number: (602)254-9813
Email address: dane@brewerwood.com

John B Brewer
Bar Number: 018207, issuing State: AZ
Law Firm: BrewerWood, P.L.L.C.
Telephone Number: (602)254-9813

Plaintiff:

Nicholas Laguna

Defendants:

Harbor Freight Tools USA, Inc.
26541 Agoura Rd
Calabasas, CA 91302

Yuming International, Ltd.
4F, Noble Center, No. 1006 3rd Fuzhong Road, Futian Distr
Shenzen, Guangdong, CHINA

Discovery Tier t3

Case Category: Tort Non-Motor Vehicle
Case Subcategory: Negligence

FILED
GARY L. HARRISON
CLERK, SUPERIOR COURT

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

22 NOV 21 PM 12:23

IN AND FOR THE COUNTY OF PIMA

NICHOLAS LAGUNA VS. HARBOR FREIGHT TOOLS USA, INC. ET AL. S. CASTILLO, DEPUTY

Case: C20223728

Date: 11/18/2022

NOTICE RE: IMPENDING DISMISSAL

It appearing that service of summons and complaint has not been made upon the defendant(s) listed below,

YOU ARE HEREBY NOTIFIED THAT the action will be dismissed without prejudice AS TO THE DEFENDANT(S) LISTED BELOW without further notice after 30 days from the date of this notice, unless good cause is shown why service was not made within the time limits established by Rule 4, Arizona Rules of Civil Procedure, and that additional time should be granted within which to accomplish service.

If you have reason to believe this notice has been issued in error please call
Case Management Services, Dismissal Desk, at 520-724-3551.

BY: Stephanie Canez
Case Management Services

PLAINTIFF

VS

DEFENDANT

LAGUNA, NICHOLAS

HARBOR FREIGHT TOOLS USA, INC.
YUMING INTERNATIONAL, LTD.

cc: DANE L. WOOD, ESQ.
JOHN B. BREWER, ESQ.

FILED
Gary Harrison
CLERK, SUPERIOR COURT
11/29/2022 11:45:29 AM
BY: ALAN WALKER /S/
DEPUTY

Case No. C20223728
HON. CASEY F MCGINLEY

BREWERWOOD, P.L.L.C.
2398 East Camelback Road, Suite 540
Phoenix, Arizona 85016
(602) 254-9813; Fax: (602) 254-5511 Facsimile
John B. Brewer, #018207, John@brewerwood.com
Dane L. Wood, #016098, Dane@brewerwood.com
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

NICHOLAS LAGUNA, an unmarried man,

Plaintiff,

v.

HARBOR FREIGHT TOOLS USA, INC., a
Delaware corporation; YUMING
INTERNATIONAL, LTD., a Chinese
corporation; DOES I through X; ABC
PARTNERSHIPS I through X, and; BLACK
CORPORATIONS I through X,

Defendants.

Case No.: C20223728

**PLAINTIFF'S *EX PARTE* MOTION FOR
ORDER ENLARGING TIME WITHIN
WHICH TO SECURE SERVICE OF
PROCESS UPON FOREIGN
DEFENDANT**

(Assigned to The Honorable Casey F.
McGinley)

Plaintiff, by and through undersigned counsel, in accordance with Rules 4.2(i), 4.2(k), and 6(b), Ariz.R.Civ.P., hereby respectfully requests an Order granting the enlargement of time within which to secure service of process upon foreign Defendant (located in China) under the provisions of the *Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents* (hereinafter "Hague Service Convention") and/or other alternative means that are reasonably calculated to place the foreign Defendant on notice of the lawsuit.

Plaintiff is seeking the enlargement of time to serve the following foreign Defendant **only**:
YUMING INTERNATIONAL, LTD.

1 This motion does not apply to any other Defendant.

2 While the Arizona Rules of Civil Procedure do not prescribe a time limit or deadline for
3 serving a foreign Defendant, Plaintiff nevertheless seeks this Order out of an abundance of caution
4 to anticipatively avoid any confusion in the record and/or the inadvertent dismissal of the above-
5 identified foreign Defendant.
6

7 This Motion is supported by the following Memorandum of Points and Authorities.
8

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. RELEVANT FACTS FOR THIS MOTION**

11 This is a personal injury action. Plaintiff has claims sounding in strict product liability and
12 negligence. Plaintiff sustained serious head/concussive injuries on September 14, 2020 when a
13 step stool unexpectedly broke and collapsed due to a failed rivet that caused a leg support brace to
14 detach. It is alleged that Defendant YUMING INTERNATIONAL, LTD. manufactured the step
15 stool for and on behalf of Defendant HARBOR FREIGHT TOOLS USA, INC. to then sell to
16 consumers in the United States. Defendant YUMING INTERNATIONAL, LTD. is located in
17 Shenzhen, China. This lawsuit was filed on September 12, 2022.
18
19

20 **II. LEGAL ANALYSIS**

21 Under the Arizona Rules of Civil Procedure, there is no time limit or deadline to serve a
22 foreign Defendant. The conventional time to serve a domestic corporation or individual is 90
23 days, as set forth in Rule 4(i), Ariz.R.Civ.P. However, Rule 4(i) expressly provides that the 90-
24 day deadline **does not apply to foreign Defendants:**
25
26

27 This Rule 4(i) does not apply to service in a foreign country pursuant
28 to Rule 4.2(i), (j), (k) and (l).

1 Rule 4(i), Ariz.R.Civ.P.

2 The applicable rules for serving a foreign corporation are Rules 4.2(k) and 4.2(i),
3 Ariz.R.Civ.P. Neither rule sets a deadline for serving a foreign Defendant.
4

5 Being that there is no deadline to serve a foreign Defendant, Plaintiff in this present action
6 is not subject to a deadline to serve the above-identified foreign Defendant. However, Plaintiff
7 prefers to move forward quickly with this present lawsuit and keep the Court informed.
8 Accordingly, this present Motion (while technically unnecessary) is being filed out of an
9 abundance of caution to anticipatively avoid any confusion in the record and to anticipatively
10 avoid the inadvertent “administrative” or “involuntary” dismissal of the foreign Defendant by the
11 Court, the Clerk of the Court, or the Court Administration.
12

13
14 With these principles in mind, Plaintiff intends on making the necessary arrangements, if
15 necessary¹ to proceed in serving the foreign Defendant under the provisions of the Hague Service
16 Convention. As the Court knows, service under the Hague Service Convention is very expensive
17 and time-consuming. The Complaint must be translated into the Chinese language. Moreover,
18 accompanying documents such as the Summons, Rule 102a Fastar Certificate, etc. must also be
19 translated into Chinese. Thereafter, a process serving company that specializes in foreign service
20 must make the necessary arrangements to have the foreign Defendant served in China. Plaintiff
21 reasonably anticipates that this process will take at least nine (9) months (270 days), if not longer,
22 to complete.
23
24
25
26
27

28 ¹ Plaintiff’s counsel will also seek acceptance and waiver of service from counsel for Defendant Harbor Freight if there is joint representation.

Given the foregoing circumstances, Plaintiff respectfully submits that good cause exists for an Order granting Plaintiff a period of two-hundred seventy (270) days from the date of the Order to complete service of the foreign Defendant. A proposed form of Order is lodged herewith.

WHEREFORE, Plaintiff respectfully requests an Order granting Plaintiff a period of two-hundred seventy (270) days from the date of the Order to complete service upon Defendant YUMING INTERNATIONAL, LTD.

DATED this 29th day of November, 2022.

BREWERWOOD, PLLC

By /s/ Dane L. Wood
John B. Brewer
Dane L. Wood
2398 E. Camelback Rd., Ste. 540
Phoenix, AZ 85016
Attorneys for Plaintiff

ORIGINAL filed and copy electronically delivered* this same date to:

The Honorable Casey F. McGinley*
Pima County Superior Court
110 W. Congress St.
Tucson, AZ 85701

/s/ Marci L. Turner

#54075

FILED
GARY L. HARRISON
CLERK, SUPERIOR COURT
11/29/2022 4:22:54 PM
CASE C20223728

BREWERWOOD, PLLC
2398 East Camelback Road, Suite 540
Phoenix, Arizona 85016
(602) 254-9813; Fax: (602) 254-5511 Facsimile
John B. Brewer, #018207, John@brewerwood.com
Dane L. Wood, #016098, Dane@brewerwood.com
Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

NICHOLAS LAGUNA, an unmarried man,

Plaintiff,

v.

HARBOR FREIGHT TOOLS USA, INC., a
Delaware corporation; YUMING
INTERNATIONAL, LTD., a Chinese
corporation; DOES I through X; ABC
PARTNERSHIPS I through X, and; BLACK
CORPORATIONS I through X,

Defendants.

Case No.: C20223728

**ORDER GRANTING PLAINTIFF'S *EX PARTE* MOTION FOR ORDER
ENLARGING TIME WITHIN WHICH
TO SECURE SERVICE OF PROCESS
UPON FOREIGN DEFENDANT**

(AS MODIFIED BY THE COURT)

(Assigned to The Honorable Casey F.
McGinley)

The Court having considered Plaintiff's *Ex Parte* Motion for Order Enlarging Time Within
Which to Secure Service of Process Upon Foreign Defendant and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff shall have a period of two-hundred seventy (270
days from the ~~date of this Order~~ **filing of the Complaint** to complete service upon foreign
Defendant YUMING INTERNATIONAL, LTD.

DATED this 29th day of November, 2022.


HON. CASEY F. MCGINLEY

(ID: 751758d6-c7b9-46a5-b5bb-f4c974b35409)

**COURT NOTICE; THE ORIGINAL FILER MUST SERVE A COPY OF THIS ORDER
ON ALL PARTIES HAVING APPEARED IN THIS CASE.**

#54076

EXHIBIT F

Rusing Lopez & Lizardi, P.L.L.C.

6363 North Swan Road, Suite 151

Tucson, Arizona 85718

Telephone: (520) 792-4800

Facsimile: (520) 529-4262

pwaterkotte@rllaz.com

avalentine@rllaz.com

Patricia V. Waterkotte

State Bar No. 029231

Alexander P. Valentine

State Bar No. 034902

Attorneys for Defendant Harbor Freight Tools USA, Inc.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

NICHOLAS LAGUNA, an unmarried
man,

Plaintiff,

vs.

HARBOR FREIGHT TOOLS USA,
INC., a Delaware corporation;
YUMING INTERNATIONAL, LTD., a
Chinese corporation; DOES I through
X; ABC PARTNERSHIPS I through X,
and; BLACK CORPORATIONS I
through X,

Defendants.

NO.

**DEFENDANT HARBOR FREIGHT
TOOLS USA, INC.'S VERIFICATION
OF REMOVAL FILINGS**

(Assigned to)

Pursuant to Local Rule 3.6, undersigned counsel for Defendant Harbor Freight Tools USA, Inc. ("Harbor Freight") verifies that true and complete copies of all pleadings and other documents filed in the state court action, Pima County Superior Court, No. C20223728, were filed as Exhibits C, D and E to Harbor Freight's Notice of Removal.

1 DATED this 19th day of December, 2022.

2 RUSING LOPEZ & LIZARDI, P.L.L.C.

3 */s/ Patricia V. Waterkotte*
4 Patricia V. Waterkotte
5 Alexander P. Valentine
6 Attorneys for Defendant
7

8 **CERTIFICATE OF SERVICE**

9 I hereby certify that a copy of the foregoing was served this 19th day of December,
10 2022 via Notice of Electronic Filing, generated and transmitted by the ECF system of the
11 District of Arizona, to the following CM/ECF registrants:

12 **BREWERWOOD, P.L.L.C.**
13 John B. Brewer
14 Dane L. Wood
15 2398 East Camelback Road, suite 540
16 Phoenix, AZ 85016
17 John@brewerwood.com
18 Dane@brewerwood.com
19 *Attorneys for Plaintiff*

20 By: */s/ Joan Harris*
21
22
23
24
25

Rusing Lopez & Lizardi, P.L.L.C.
6363 North Swan Road, Suite 151
Tucson, Arizona 85718
Telephone: (520) 792-4800

EXHIBIT G

Rusing Lopez & Lizardi, P.L.L.C.

6363 North Swan Road, Suite 151

Tucson, Arizona 85718

Telephone: (520) 792-4800

Facsimile: (520) 529-4262

pwaterkotte@rllaz.com

avalentine@rllaz.com

Patricia V. Waterkotte

State Bar No. 029231

Alexander P. Valentine

State Bar No. 034902

Attorneys for Defendant Harbor Freight Tools USA, Inc.

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

Nicholas Laguna, an unmarried man,

Plaintiff,

vs.

Harbor Freight Tools USA, Inc., a
Delaware corporation; Yuming
International, Ltd., a Chinese
corporation; Does I through X; ABC
PARTNERSHIPS I through X, and;
BLACK CORPORATIONS I through
X,

Defendants.

No. C20223728

NOTICE OF REMOVAL

Defendant Harbor Freight Tools USA, Inc. ("Harbor Freight") hereby provides notice that it has removed this action from this Court to the United States District Court for the District of Arizona, Tucson Division, pursuant to 28 U.S.C. §§ 1332, 1441, 1446.

1 A copy of the Notice of Removal filed in the United States District Court for the
2 District of Arizona (without exhibits) is attached hereto as **Exhibit A**. Upon filing the
3 attached Notice of Removal in the District Court, in accordance with 28 U.S.C. § 1446(d),
4 the removal is effective and this Court shall proceed no further unless and until this case is
5 remanded by order of the United States District Court.

6 WHEREFORE, Defendant Harbor Freight removes this action to District Court.

7
8
9 DATED this date 19th of December, 2022

10 RUSING LOPEZ & LIZARDI, P.L.L.C.

11 /s/ Patricia V. Waterkotte

12 Patricia V. Waterkotte
13 Alexander P. Valentine
14 *Attorneys for Defendant*

15 The foregoing was e-filed this 19th day
16 Of December, 2022 and a copy served
17 via AZTurboCourt this same date to:

18 **BREWERWOOD, P.L.L.C.**

19 John B. Brewer
20 Dane L. Wood
21 2398 East Camelback Road, suite 540
22 Phoenix, AZ 85016
23 *Attorneys for Plaintiff*

24 By: /s/ Joan Harris
25

Rusing Lopez & Lizardi, P.L.L.C.
6363 North Swan Road, Suite 151
Tucson, Arizona 85718
Telephone: (520) 792-4800